

**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATEWIDE REPORTING AND
ACCOUNTING POLICY**

**REQUEST FOR PROPOSAL
FOR
DATA COLLECTION AND ANALYSIS OF LONG-
TERM DELINQUENT ACCOUNTS RECEIVABLE
AND OTHER STATE DEBT**

RFP #:107P10-AR-2012

**PROPOSAL DUE DATE/TIME: OCTOBER 22, 2012, 2:00
P.M. CST**

SEPTEMBER 13, 2012

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1 GENERAL INFORMATION

1.1 Purpose

This Request for Proposals (RFP) is issued by the Division of Administration/Office of Statewide Reporting and Accounting Policy (OSRAP) (herein referred to as the State). The purpose of this Request for Proposals (RFP) is to obtain competitive proposals as allowed by Louisiana law from bona fide, qualified Proposers who are interested and able to provide knowledgeable personnel who are experienced in the requirements needed to:

Provide expert consultation and analysis – in coordination with the staff of the DOA - of the state's inventory of accounts receivables and debt owed to it, that will provide additional impetus into boosting the collections already being performed by other state agencies, including, but not limited to, any laws, rules, and regulations which may inhibit this process. This data gathering will be utilized by the Commissioner of Administration in implementing a strategy and developing tools which can enhance the state's ability to capture.

The Commissioner strategy to improve state debt collection is focused on improving state debt functions, strategically recognizing where third party entities should support state work, and more aggressively pursuing delinquent debts. The Division of Administration has issued this RFP to conduct a review of outstanding debt and the assets the state has in place in order to implement the following three point plan.

1. Consolidate, centralize, and coordinate: Improving and supporting state debt function.

- a. Streamline agency collection efforts for recently delinquent debts. Instead of having agency accountants operating by different rules, we will standardize the policies and procedures by which they pursue recently outstanding accounts receivable.
- b. Consolidate state level efforts and utilize third-party support. Evaluate debts to be tasked to a group of fulltime accountants in a consolidated state entity, outsourced to third-party debt collection experts or addressed via public-private debt collection partnership.

2. Trigger early action for delinquent payments. We will institute a standardized timeline for when outstanding accounts receivable follow different recoupment procedures. These deadlines will send a debt from agency accountants to state collection agents or third-party collection entities so that no debt falls through the cracks. For debts that may be the cause of disputed invoices, we will expedite the hearing and arbitration process and the negotiation of settlements.

3. Strengthen enforcement. In order to ensure maximum payment, we will establish and/or enhance penalties, fees, and fines, including offsets such as withholding tax refunds and a freeze on any further state work for any entity with outstanding state debt. We will improve the management and coordination of state tracking and management of accounts receivables to reflect the status of each, such as amount owed, debtor, and agency. Will also increase the use of electronic payment methods to make it easier for people to pay in the first place.

1.2 Background

The Legislative Session of 2012 enacted Louisiana Revised Statute (L.R.S.) 39:88.3 relative to the Louisiana Collection Policy and Procedure Act (the “Act”). This new section of the Act emphasizes collection by sale or securitization of long-term delinquent accounts receivables and other obligations due to the State. Specifically, it calls for a two year pilot program to provide for the sale or securitization of a certain percentage of long-term delinquent accounts receivable and other obligations owed to the state. The act states in pertinent part that: “the collection policy and procedures...shall include a policy and procedure for the sale or securitization, in pools, after appraisal or evaluation of the value of each pool of long-term delinquent accounts receivable and all other obligations subject to this Act. Pools of these accounts and obligations, including those made up of the accounts and obligations of various state agencies shall be approved for sale or securitization by the Cash Management Review Board upon recommendation of the Commissioner of Administration, the Attorney General, or its own decision, and after such approval, carried out and implemented by the Commissioner.”

The State has 174 agencies operating from various locations throughout the State and each agency is responsible for its own policies and procedures regarding collection of delinquent accounts receivables and other obligations owed to the State. There is no centralized database to retrieve information and no standardized “write-off” practices.

The Commissioner of Administration is developing a comprehensive approach to improving State debt collection, the implementation of which requires a thorough analysis of the receivables database as a first step.

Policy (OSRAP)

The Office of Statewide Reporting & Accounting Policy (OSRAP), a section of the Division of Administration, is the Commissioner’s designated agency responsible for coordinating the reporting of accounts receivables and collection of debt owed to the State as mandated by LRS. 39:79(C).

The accounts receivable reporting requirements are applicable to all state agencies and component reporting units of the State of Louisiana except for the Judiciary of the State and the Legislature. Title 39 of Louisiana Revised Statutes establishes the Division of Administration and mandates that all administrative functions of the state fall under its jurisdiction. See LRS. 39:4(B).

1.3 Scope of Services

Attachment 1 details the scope of services and deliverables or desired results that the State requires of the selected Contractor.

1.4 Performance Goals

- A. Obtain accurate information to make a decision on what debt is collectable and/or uncollectable, and how and when it will be collected, sold or securitized

- B. Utilize all available resources to provide a recommendation to increase the collection of monies legally owed to the State of Louisiana.
- C. Obtain from Contractor information and analysis to develop requirements for collection of unpaid debt owed to the State and reengineering collection process.

2 ADMINISTRATIVE INFORMATION

2.1 Term of Contract

The term of any contract resulting from this RFP shall begin upon final negotiation and execution of the contract by both parties with a desired start date no later than October 22, 2012, and shall terminate one year later. The Contractor shall not be liable for delays in performance that are caused in whole or in part by the State, third parties over whom the Contractor has no legal right to control, or force majeure. The period of performance may be extended by the period of delay contemplated herein

2.2 Proposer Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

Mr. Afranie Adomako, CPA
State of Louisiana
Division of Administration
Office of Statewide Reporting and Accounting Policy
Claiborne Building
1201 N. Third Street, Suite 6-130
Baton Rouge, LA 70802
Email: Afranie.Adomako@la.gov
Phone# (225) 342-0708
Fax# (225) 342-1053

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by September 28, 2012, 2:00 p.m. CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by October 5, 2012 at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. Only Afranie Adomako, Director of OSRAP, has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding on the State.

2.3 Definitions

- A. Mandatory Requirements – the terms “shall”, “will”, and “must” denote mandatory requirements.
- B. Permissible Action – The terms “should” and “may” denote an advisory or allowable action.

- C. Discussions – For the purposes of this RFP, a formal structured means of conducting written or oral communications with responsible proposers who submit proposals determined in writing to be reasonably susceptible of being selected for award.
- D. State refers to The State of Louisiana, Office of Statewide Reporting & Accounting Policy (OSRAP).
- E. Commissioner refers to the Commissioner of Administration.
- F. Division refers to the Division of Administration.
- G. L.R.S. refers to the Louisiana Revised Statutes of 1950 and are available for review at <http://legis.state.la.us/>

2.4 Schedule of Events

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events as it deems necessary.

	Activity	Date
1.	General Release of RFP	September 13, 2012
2.	Deadline to submit written questions about the RFP	September 28, 2012 2:00 p.m. CST
3.	Responses to Inquiries Posted - at http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp	October 5, 2012
4.	Deadline to Submit Proposals - Proposals must be received at the Louisiana Office of Statewide Reporting and Accounting Policy, 1201 N. Third Street, Suite 6-130, Baton Rouge, Louisiana 70802	October 22, 2012, 2:00 p.m. CST
5.	Proposal Evaluation	To be determined
6.	Oral Presentations, if required	To be determined
7.	Final Evaluation; Notification	October 29, 2012, estimated
8.	Contract Negotiations; Target date to send contract to Selected Proposer	October 31, 2012, estimated
9.	Anticipated Contract start date	November 5, 2012

3 PROPOSAL INFORMATION

3.1 Minimum Qualifications of Proposer

Proposers must meet the following minimum qualifications:

1. Be staffed with personnel who are knowledgeable and experienced in Accounts Receivable and debt collection processes, including factoring or purchasing delinquent accounts receivable or the sale or securitization of accounts receivable.
2. Be able to define/identify, evaluate and analyze of delinquent accounts and to rank so and score the age of the delinquent accounts with the intent of determining resources necessary to accomplish higher collection rates than currently achievable.
3. Be able to categorize long-term delinquent accounts receivable by each agency according to type of debtor such as – businesses, local governments, municipalities, private companies, individuals, etc
4. Proposers must have performed the foregoing functions in the past and must be ready to corroborate their qualification and past performance with references.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:V.136. The State must find that the selected proposer:

- Have adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make a determination by presenting acceptable and sufficient evidence of the foregoing requirements.

3.2.1 Right to Prohibit Award

In accordance with LRS 39:2192, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more has been convicted of, or has entered a plea of guilty or nolo contendere to any, state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

The State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is the responsibility of the proposer to check the website for addenda to the RFP.

If a proposer needs to submit changes or addenda to its proposal, such shall be submitted in writing prior to the proposal opening, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, and submitted in a sealed envelope marked as an amendment to the proposal.

The RFP includes official responses to questions, addenda, and other material, which may be provided by OSRAP pursuant to the RFP.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, but should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP is also required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to errors identified in proposals by State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposals submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal. The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 15 days or if the selected Proposer fails to sign the final contract within fifteen business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4.0 RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before **2:00 p.m. CST** on the date specified in the Schedule of Events. FAX or e-mail submissions are **not** acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Mr. Afranie Adomako, CPA
State of Louisiana
Division of Administration
Office of Statewide Reporting and Accounting Policy
P. O. Box 94095
Baton Rouge, LA 70804-9095

For courier delivery, the street address is 1201 N. Third Street, Claiborne Building, Suite 6-130, Baton Rouge, LA 70802, and the telephone number is (225) 342-0708. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests one (1) original and six (6) copies of the proposal to be submitted to the RFP Coordinator at the address specified. At least 1 copy of the proposal should contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal. No pricing information should be included in the Technical Proposal.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5.0 PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce the scope of the proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception must be supplied. The Proposer must address the specific language in Attachment III Sample Contracts, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers. If subcontractors will be utilized, the proposer should provide the same information for the subcontractor(s) as is requested for the proposer. This section should clearly demonstrate the proposer's ability to meet the minimum qualifications described in **Section 3.1** of the RFP.

5.2.1 Veteran Initiative and Hudson Initiative

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship

(LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The number of certified small entrepreneurship to be utilized
 - The experience and qualifications of the certified small entrepreneurship(s)
 - The anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:V.III Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

5.3 *Proposed Project Staff*

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and present projects with dates and responsibilities and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project, their planned level of effort, their anticipated duration of involvement, and their on-site availability. Customer references (name, title, company name, address, and telephone number) should be provided for the cited projects in the individual resumes.

5.4 *Approach and Methodology*

- Proposer's understanding of the nature of the project and how its proposal will best meet the needs of the state agency.
- Proposer should define its functional approach in providing the services.
- Proposer should define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing.

5.5 *Cost Information*

The proposer shall submit a total price per year to perform all services described in the scope of services (**Attachment I**). This price shall include all costs (inclusive of travel and all project expenses) the Proposer wishes to have considered in the contractual arrangement with the State. The Proposer should use **Attachment IV** to provide a price per deliverable, as well as a total price for all deliverables.

For information purposes only, the proposer shall also provide per hour rates for identified position descriptions, should additional consulting services applicable to this RFP are required during the term of the contract. The proposed hourly rate will not be included in the award evaluation but may be negotiated with the successful proposer at time of contract negotiations. The State is not obligated to purchase additional offsite consulting hours beyond the initial 10 included in the all inclusive price proposed.

6.0 EVALUATION AND SELECTION

6.1 *Evaluation Team*

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 *Administrative and Mandatory Screening*

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance may be rejected from further consideration.

6.3 *Clarification of Proposals*

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 *Oral Presentations/Discussions May Be Required*

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. The State reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

6.5 *Evaluation and Review*

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The proposer with the lowest total price shall receive 25 points. Other proposers will receive points for price based upon the following formula:

$$\text{Price Score} = \frac{\text{Lowest Proposed Total Price} \times 25}{\text{Consultant's Proposed Total Price}}$$

Ratings in each category will be added to arrive at the total of each proposer's score. Reserved points for the Veteran/Hudson Initiatives, noted in **Section 5.21**, will then be added to the applicable proposers' evaluation score. If presentations are required, up to an additional 5 points may be awarded for categories 1, 2, and 3, not to exceed the total points shown below.

Note: Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

CRITERIA	MAXIMUM SCORE
1. Approach and Methodology	35
2. Experience	15
3. Staff Qualifications	15
4. Hudson/Veteran Small Entrepreneurship Program	10
5. Cost	25
TOTAL SCORE	100

The Project Evaluation Team will compile the scores and make a recommendation to the Commissioner on the basis of the responsible proposer whose proposal is determined to be the most advantageous to the State taking in consideration the price and the evaluation criteria set forth in the RFP. The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - The number of certified small entrepreneurship to be utilized
 - The experience and qualifications of the certified small entrepreneurship(s)
 - The anticipated earnings to accrue to the certified small entrepreneurship(s)

6.6 Announcement of Contractor

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along

with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the “Notice of Intent to Award” letter has been issued.

Any contractor aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7.0 SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana prior to the deadline to submit proposal.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

7.2 Billing and Payment

Billing and payment terms shall be negotiated with the successful Proposer.

Twenty percent (20%) of fees approved by the Project Manager to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the Project Manager, amounts withheld as retainage will be paid.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is

already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Division of Administration, Office of Statewide Reporting and Accounting Policy.

ATTACHMENT I: SCOPE OF SERVICES

1 Overview

The Contractor shall work with the Commissioner of Administration (OSRAP) to assist in drafting criteria to define/identify delinquent long term accounts receivable considering all industry standards for such criteria. This criteria should ultimately drive the following processes:

- Provide an aging of the various agencies' long term delinquent accounts in buckets for the periods within the long term definition.
- Identification of legal limitations as well as administrative rulings which would limit application of such criteria.
- Evaluation of identified agencies' receivables, data and records for accuracy and legitimacy.
- Compile list of these agencies "written off accounts" and a policy for write offs for purposes of "pooling" and for purposes of determining effectiveness of write off policies.
- Identification of the types of receivables at these agencies meeting the above criteria.
- Performance of data cleansing as part of the data analysis.

OSRAP has identified agencies with major streams of revenue and higher receivable balances. The contractor shall review and identify the listed agencies' long term delinquent accounts as defined through the criteria established above, and perform data analysis, ranking, scoring, and ratings of the accounts in terms of resources that will be needed to achieve greater success in their collection. The agencies include the following:

- a) Department of Revenue
- b) Department of Health and Hospitals
- c) Department of Children and Family Services
- d) Department of Transportation and Development
- e) Department of Insurance
- f) Delgado Community College

The State reserves the right to modify the scope of agencies to be covered should a selected agency's receivables fail to meet the criteria as a long-term delinquent account.

Contractor will assist the State for the term of this contract with the Division of Administration's internal auditors, the Louisiana Legislative Auditor, Cash Management Review Board, or any legislative staff or committees.

2 Tasks and Services

- A. Provide expert consultation and analysis – in coordination with the staff of the DOA - of the state's inventory of accounts receivables and debt owed to it;

- B. Provide additional impetus into enhancing the collections already being performed by other state agencies, including, but not limited to, any laws, rules, and regulations which may inhibit this process;
- C. Gather data to be utilized by the Commissioner in formulating policy recommendations and establishing tools which can enhance the state's ability to capture receivables through their life-cycle;
- D. Identify the total amount of delinquent accounts which are unpaid and the percentage of those unpaid debts that are potentially collectable, and to recommend a methodology by which the State could collect those unpaid debts;
- E. Rank the collectability of accounts based on the amount owed and show the breakdown of the liability by the various types debt;
- F. Determine uncollectible accounts by cross-referencing information for deceased debtors or dissolved businesses;
- G. Cross-reference debtor's address information with other sources of information to determine the latest reported address; and
- H. Provide information that determined the collectability or scoring of accounts.

3 *Deliverables*

- A. A data base of agencies clearly defined delinquent long term accounts verified for their existence, cleaned, aged, ranked and rated pending state decision to use the information.
- B. A tool made available to the state for use in performing similar analysis and data development going forward.
- C. Information to the Commissioner on which accounts could be deemed collectible for decision making in 2013.
- D. Appraisal of the value of delinquent accounts receivable recommended for collection.
- E. Assist in development of policies and procedures to be used in collections manual.
- F. Provide analysis, including both narrative descriptions of approach and findings and data visualizations (charts, graphs, maps, etc.) of the results of the analysis.
- G. Electronic copies of all analytics outputs and products.

4 *Project Requirements*

Performance shall be monitored on the basis of deliverables received and accepted by the ice, OSRAP. Interim progress toward these goals shall be monitored and status conveyed (at least monthly) directly through written and oral communications between the project directors of the Contractor and OSRAP/Division, as applicable.

ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least 90 days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, she/he will have _____ business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document. (Agency insert number of days to correspond to same number referenced in RFP section number 3.12 Contract Award and Execution.)
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epls.gov.)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: SAMPLE CONTRACT

(If agency has a contract format for contracts awarded from RFP, either consulting or social services, approved by Director of the Office of Contractual Review, agency may include that contract format as Attachment III. In addition, if services are for IT services, see OCR website for a sample contract that may serve your needs more appropriately.)

STATE OF LOUISIANA

CONTRACT

On this ____ day of 20__, the State of Louisiana, [STATE AGENCY NAME], hereinafter sometimes referred to as the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a contract under the following terms and conditions.

1 SCOPE OF SERVICES

1.1 CONCISE DESCRIPTION OF SERVICES

[COMPLETE A DESCRIPTION OF SERVICES TO BE PROVIDED OR ATTACH SOW]

1.2 STATEMENT OF WORK {Define work/services/deliverables to be provided by contractor composed from RFP & proposers response. SOW may be included in an attachment if detail is lengthy.}

1.2.1 GOALS AND OBJECTIVES

[LIST GOALS AND OBJECTIVES OF THIS CONTRACT]

1.2.2. PERFORMANCE MEASURES

The performance of the contract will be measured by the State Project Manager, authorized on behalf of the State, to evaluate the contractor's performance against the criteria in the Statement of Work and are identified as:

1.2.3. MONITORING PLAN

The Office of Statewide Reporting and Accounting Policy, office within the Division of Administration, will monitor the services provided by the **contractor** and the expenditure of funds under this contract. Performance shall be monitored on the basis of deliverables received and accepted by the appropriate office, OSRAP. Interim progress toward these goals shall be monitored and status conveyed (at least monthly) directly through written and oral communications between the project director of the Contractor, Director of OSRAP, and the Commissioner of Administration.

1.2.4. DELIVERABLES

The Contract will be considered complete when Contractor has delivered and State has accepted all deliverables specified in the Statement of Work.

1.2.5. *Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements*

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

1.2.6. *SUBSTITUTION OF KEY PERSONNEL*

The Contractor's personnel assigned to this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor, shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The contractor will make every reasonable attempt to assign the personnel listed in his proposal.

2 ADMINISTRATIVE REQUIREMENTS

2.1 *TERM OF CONTRACT*

The term of this contract shall begin on November 5, 2012, and continue through October 31, 2013; however, the Contractor shall not be liable for delays in performance that are caused in whole or in part by the State, third parties over whom the Contractor does not have the legal right to control, or force majeure. The period of performance shall be extended by the period of delay contemplated herein.

The State has the right to renew this contract for additional period if need be with the concurrence of the contractor and all appropriate approvals.

2.2 *STATE FURNISHED RESOURCES*

The Contractor shall provide guidance to the State in determining the data required for the sale or securitization of long-term delinquent accounts receivable. The State further agrees to provide all data specifically requested including documentation and information to the Contractor in a timely manner. The Contractor shall assume all data that is provided is correct. Contractor shall not be liable for a sale or securitization that cannot be filed in a timely manner as a result of inadequate data or data provided in an untimely manner by the State.

State shall appoint a Project Coordinator for this Contract identified in Section 1.2.4 who will provide oversight of the activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned Project Coordinator shall be the principal point of contact on behalf of the State and will be the principal point of contact for Contractor concerning Contractor's performance under this Contract.

2.3 *TAXES*

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract. Contractor's federal tax identification number is _____.

3 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT

3.1 PAYMENT TERMS

In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum fee of *\$/[TO BE INSERTED]*. Payments are predicated upon successful completion and written approval by the State of the described tasks and deliverables as provided in Section 1.0. Payments will be made to the Contractor after written acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 days of the approval of invoice and under a valid contract. Payment will be made only on approval of Afranie Adomako, Project Manager or an appropriate representative.

During the execution of tasks contained in the Statement of Work, the Contractor may submit invoices, not more frequently than monthly. The payment terms are as follows:

(ENTER THE NEGOTIATED HOURLY RATES OR PAYMENT TERMS)

Such payment amounts for work performed must be based on at least equivalent services rendered, and to the extent practical, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices. Contractor will not be paid more than the maximum amount of the contract. *(The following paragraph may be appropriate for some contracts where retainage is withheld. Withholding of retainage is recommended whenever possible.)*

Twenty percent (20%) of fees approved by State Project Coordinator to be paid shall be withheld as retainage pending successful completion of the contract. Upon completion of all tasks contained in the Statement of Work to the satisfaction of the State, any amounts previously withheld as retainage will be paid.

4 TERMINATION

4.1 TERMINATION FOR CAUSE

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.

Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this contract provided that the Contractor shall give the State written notice specifying the State agency's failure and a reasonable opportunity for the state to cure the defect.

4.2 *TERMINATION FOR CONVENIENCE*

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

4.3 *TERMINATION FOR NON-APPROPRIATION OF FUNDS*

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

5 *INDEMNIFICATION AND LIMITATION OF LIABILITY*

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. {This is subject to negotiation.}

If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole

discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

6 CONTRACT CONTROVERSIES

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1524-26.

7 FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

8 ASSIGNMENT

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

9 RIGHT TO AUDIT

The State Legislative Auditor, agency, and/or federal auditors and internal auditors of the Division of Administration shall have the option to audit all accounts directly pertaining to the contract for a period of three (3) years from the date of the last payment made under this contract. Records shall be made available during normal working hours for this purpose.

10 CONTRACT MODIFICATION

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

11 CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

12 SUBCONTRACTORS

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The contractor will be the single point of contact for all subcontractor work.

13 COMPLIANCE WITH CIVIL RIGHTS LAWS

The contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

14 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

Contractor's Insurance: The Contractor shall not commence work under this contract until he has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any sub-contractor to commence work on his subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' notice in advance to the State of Louisiana and consented to by the State of Louisiana in writing and the policies shall so provide.

Compensation Insurance: Before any work is commenced, the Contractor shall maintain during the life of the contract, Workers' Compensation Insurance for all of the Contractor's employees employed at the site of the project. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

Commercial General Liability Insurance: The Contractor shall maintain during the life of the contract such Commercial General Liability Insurance which shall protect him, the State, and any subcontractor during the performance of work covered by the contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either or them, or in such a manner as to impose liability to the State. Such insurance shall name the State as additional insured for claims arising from or as the result of the operations of the Contractor or his subcontractors. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and contractual liability, with combined single limits of \$1,000,000.

Insurance Covering Special Hazards: Special hazards as determined by the State shall be covered by rider or riders in the Commercial General Liability Insurance Policy or policies herein elsewhere required to be furnished by the Contractor, or by separate policies of insurance in the amounts as defined in any Special Conditions of the contract included therewith.

Licensed and Non-Licensed Motor Vehicles: The Contractor shall maintain during the life of the contract, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the contract on the site of the work to be performed there under, unless such coverage is included in insurance elsewhere specified.

Subcontractor's Insurance: The Contractor shall require that any and all subcontractors, which are not protected under the Contractor's own insurance policies, take and maintain insurance of the same nature and in the same amounts as required of the Contractor.

15 APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

16 CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

17 SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

18 COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

19 ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED on the date(s) noted below:

CONTRACTOR'S SIGNATURE

PAUL W. RAINWATER

COMMISSIONER OF ADMINISTRATION

DATE

DATE

ATTACHMENT IV Pricing Detail

The Proposer should use this form to provide pricing, for each deliverable listed below, as well as a total for all deliverables.

In Table 1, proposer shall indicate the cost of each deliverable in the appropriate line. Proposer will then calculate the totals and list the total cost of all deliverables.

In Table 2, proposer will indicate hourly rates per possible resource types (i.e. software developer, database administrator, accountant, analyst, clerical, etc) of all other necessary job classes that may be assigned to work on the project.

Table 1

- | | | |
|----|--|----------|
| A. | A data base of agencies clearly defined delinquent long term accounts verified for their existence, cleaned, aged, ranked and rated pending state decision to use the information. | \$ _____ |
| B. | A tool that can be made available to the state for use in performing similar analysis and data development going forward. | \$ _____ |
| C. | Consultant will provide information to the Commissioner on which accounts could be deemed collectible for decision making in 2013. | \$ _____ |
| D. | Appraisal of the value of delinquent accounts receivable recommended for collection. | \$ _____ |
| E. | Assist in development of policies and procedures to be used in collections manual. | \$ _____ |
| F. | Analysis, including both narrative descriptions of approach and findings and data visualizations (charts, graphs, maps, etc.) of the results of the analysis. | \$ _____ |
| G. | Electronic copies of all analytics outputs and products. | \$ _____ |

TOTAL COST \$ _____

Table 2

*Note: Per RFP these rates will not be included in the cost evaluation and are for informational purposes only should additional work be required during the contract term. These rates shall be inclusive of all costs to provide the required services.

Position Description	Hourly Rate
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$